SPONSORSHIP APPLICATION & CONTRACT

Education & Expo: July 22 - 25
Co-located with Industry Week: July 21 - 25
COBO Center | Detroit, MI

PRIMARY COMPANY INFORMATION:

Legal Company Name: _____

Sponsoring as: _____

Mailing Address: _____

City: _____ **State/Province:** _____

Zip/Postal Code: _____ **Country:** _____ **Web Address:** _____

Phone: _____ **Toll-Free:** _____

SHOW CONTACT INFORMATION:

Contact: _____ **Title:** _____

Phone: _____

Email: _____ **Mobile Phone:** _____

INVOICE/ACCOUNTING CONTACT INFORMATION: (If different than show contact)

Contact Name: _____

Address: _____ **City, State, Zip:** _____

Phone: _____ **Email:** _____

RETURN APPLICATION & PAYMENT TO:

NACE | CARS Sales
12335 Kingsride Lane #420
Houston, TX 77024

OR

robertm@stonefortgroup.com
(as scanned attachment)

OR

Fax 281-254-7949

METHOD OF PAYMENT:

Please check one:

- ❑ Credit Card (complete pdf form)
- ❑ Check made payable to: **NACE | CARS**
- ❑ Wire / ACH

QUESTIONS?
CALL 832-932-7865

All payments should be in U.S. funds and drawn on a U.S. bank. Exhibitors are responsible for all bank collection fees and/or discounts associated with their payments.

SPONSORSHIP SELECTION:

Sponsorship Name: _____ **Price $** _____

Sponsorship Name: _____ **Price $** _____

Sponsorship Name: _____ **Price $** _____

Sponsorship Name: _____ **Price $** _____

Sponsorship Name: _____ **Price $** _____

Notes:

$ _____

Please enclose payment for this amount.

Total $ _____

We understand this application becomes a binding contract when accepted by the NACE | CARS Show. We agree to abide by the General Information, Exhibitor Contract Terms and Conditions, and rules and regulations in the Exhibitor Service Manual. We understand all deposits/final payments are non-refundable.

Required

Signature: *x* _____ **Printed Name:** _____

Date: _____ By providing your contact information and signature, you are authorizing NACE | CARS to send you promotional materials via mail, fax, SMS or email.

1. Defined Terms
The term "Event" means NACE | CARS, currently scheduled to be held on July 23-25 (the "Event Dates") at the COBO Center, Detroit, Michigan USA (the "Exhibit Facility"). The Event is owned and sponsored by the Automotive Service Association ("ASA") and produced and managed for ASA by Stone Fort Group. As used hereinafter, the term "Show Organizer" means, collectively, ASA and each of [its/their respective] officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

2. Contract Acceptance
This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of Show Organizer. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests.

3. Qualifications of Exhibitor
Show Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for the automotive repair industry. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. Show Organizer reserves the right to restrict or remove any exhibit which Show Organizer, in its sole discretion, believes is objectionable or inappropriate. There will be certain restrictions on the display of used/remanufactured equipment. Specifics will be provided in the Exhibitor Service Manual.

4. Assignment of Space
Initial space assignments will be made during the early space draw. Contracts and deposits must be received on or before December 31, 2014 to qualify for the early rate. All contracts and deposits received after December 31, 2014 will be assigned at the regular Space Draw rate. Any such assignment does not imply that similar space will be assigned for future Events. Show Organizer may change the date of the space draw without notice. Show Organizer reserves the right to change the floor plan or the location of an Exhibitor's booth if Show Organizer in its sole discretion determines that to do so is in the best interest of the Event. Show Organizer will consider requests to keep certain companies from being next to each other, however there is no guarantee that by making this request you will not be located next to one of these companies. Show Organizer assumes no responsibility in such instances.

5. Use of Space
The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of Show Organizer. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner.

6. Cancellation by Exhibitor
If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to Show Organizer with evidence of receipt. If such written notice is received at least 180 days prior to the opening date of the Event (July 23, 2015) then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries Show Organizer will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause Show Organizer to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date Show Organizer receives the notice. Show Organizer reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location if it requests a downsizing of space.

7. Cancellation by Show Organizer
If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, Show Organizer may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. Show Organizer shall have no obligation to refund monies previously paid. Show Organizer reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Show Organizer. Show Organizer is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

8. Cancellation of the Event
If Show Organizer cancels the Event due to circumstances beyond the reasonable control of Show Organizer (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), Show Organizer shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Show Organizer, in full satisfaction of all liabilities of Show Organizer to Exhibitor. Show Organizer reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If Show Organizer changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but Show Organizer shall assign to Exhibitor, in lieu of the original space, such other space as Show Organizer deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If Show Organizer elects to cancel the Event other than for a reason previously described in this paragraph, Show Organizer shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Show Organizer to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

9. Exhibit Space Occupancy
Hours and dates for installing, occupying and dismantling exhibits shall be those specified by Show Organizer. If Exhibitor fails to install its display in its assigned space by 4:00 p.m. on Wednesday, July 22, 2015 or leaves its space unattended during the Exhibit hours, Show Organizer shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by Show Organizer.

10. Listings and Promotional Materials
By exhibiting at the Event, Exhibitor grants to Show Organizer a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in Show Organizer promotional materials. Show Organizer shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Show Organizer may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any Show Organizer promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

11. Care of Exhibit Facility
Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

12. Taxes and Licenses
Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of Show Organizer.

13. Copyrighted Materials
Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

14. Observance of Laws
Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

15. Exhibitor Information & Updates
Show Organizer will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

16. Incorporation of Rules and Regulations
Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by Show Organizer in its sole discretion. Show Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Show Organizer as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by Show Organizer from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

17. Installation and Dismantling
Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, Show Organizer shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to Show Organizer. All exhibits must remain intact until the Exhibition is officially closed.

18. Contractor Services
In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, Show Organizer has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

19. Exhibit Guidelines
Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Show Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Show Organizer. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segways or Segway-type units are prohibited on the show floor.

Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

20. General Terms and Conditions
Show Organizer has sole control over attendance policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Show Organizer in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of Show Organizer.

21. Assumption of Risks; Releases
Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Show Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Show Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

22. Indemnification
Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Show Organizer), and hold Show Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

23. Limitation of Liability
Under no circumstances shall Show Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Show Organizer's maximum liability under any circumstance exceed the amount actually paid to Show Organizer by Exhibitor for exhibit space rental pursuant to this contract. Show Organizer makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

24. Insurance
Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

(A) Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held;

(B) Comprehensive General Liability insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and

(C) Automobile Liability insurance with limits not less than $500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Automotive Service Association, (ii) Stone Fort Group, LLC and each of its direct and indirect subsidiaries and (iii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Show Organizer, shall be promptly furnished to Show Organizer. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Show Organizer. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

25. Outside Exhibits/Hospitality Suites
Exhibitor is prohibited, without express written approval from Show Organizer, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any Show Organizer-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through Show Organizer. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, Show Organizer reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

26. Sound, Lighting and/or Laser Devices
The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. Show Organizer may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

27. Fire and Safety Laws
The Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual, however Show Organizer will not be responsible for any errors or omissions contained therein.

28. Sponsorship
Sponsorship offerings are available to current-year Exhibitors and on a preferential basis. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, their sponsorship will likewise be canceled. See Item 6 Cancellation by Exhibitor.

29. Violation of Rules and Regulations
Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at the future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by Show Organizer in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Show Organizer of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

30. Governing Law
This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Houston, Texas.